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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE SIDE

WRIT PETITION NO.955 OF 2000

Shri Ranjan D. Dutta,)
Age 29 Occ. Student D-204,)
Manish Darshan, Fatima Nagar,)
Pune-411 013.)..PETITIONER
Versus
1.The Commandant,)
Armed Forces Medical College)
Pune-Solapur Road,)
Pune-411013)
2.The Training Officer for the)
Armed Forces Medical College)
Pune-411013)
3.The Armed Forces Medical)
College)
Pune-Solapur Road,)
Pune-411013)
4.Union of India)
(Thro. the Ministry of)
Defence).)..RESPONDENTS

Mr.Nitin P. Deshpande, for the Petitioner.
Mr. N.D. Sharma i/b. K.B. Rao for the respondents.

CORAM : F.I. REBELLO &
R.V. MORE,JJ.
DATED : 11TH JANUARY, 2007

ORAL JUDGMENT (PER F.I. REBELLO, J.)

. The petitioner joined the Armed Force Medical College. The petitioner was called upon to give a bound as required in terms of the Rules. The petitioner passed his M.B.B.S. and expressed his readiness to serve the armed force as per the bond executed. The petitioner has been removed from service liability on account of his poor academic performance as he was not able to pass his M.B.B.S. within seven years. The petitioner' father was directed to make payment of R.3.00 lakh a the petitioner was not going

to serve the army in term of the bond. The petitioner' father requested the respondent to reconsider the decision. The petitioner's father was informed that the decision cannot be reconsidered as the respondents did not have any discretionary power. The representations made were rejected. The petitioner's father by letter of 1st January, 1998 was informed that unless the bond money is paid the petitioner would not be permitted to start Internship . This was not acceded to and consequently the present petition.

3. When the matter came up for admission Rule was granted and ad-interim relief was granted in terms of prayer clause (b). Prayer clause (b) reads as under:-

> "(b) During the pendency and till the hearing and final disposal of this Writ Petition, this Hon'ble Court may direct the Respondents to permit the petitioner to complete the internship & stay the recovery proceedings initiated for recovery of bond money by the Respondents."

4. The petitioner has since completed his internshi and p has acquired his degree and registered as a medical practitioner and is practising. It is in this context that we have to consider the issue now in the petition. In terms of the bond in the event the medical cadet fails twice in the same University Examination (detention or absence being deemed to be failure) and will be permitted to continue such

studies without any service liability then the person giving bond is liable to pay and refund forthwith he amount as set out in the bond. The outer liability is Rs.3.00 lakhs. In the instant case the petitioner was allowed o continue pursuant to the order of this Court though he had not completed the M.B.B.S. degree course within the time as specified. In these circumstances we are of the opinion that considering that the petitioner is now practising and is a qualified doctor we see no reason why he should not pay the amount of Rs.3.00 lakhs which is the outer limit. In the event the petitioner pays the amount within six months there will be no interest on the said amount. In the event, however, the petitioner fails to pay the amount within six months from today the amount of Rs.3.00 lakhs will carry interest at the rate of 8% p.a. till payment.

5. Rule made absolute to that extent accordingly. There shall be no order as to costs.

(**F.I. REBELLO**,J.)

(**R.V. MORE,J).**